

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the matter of)	
)	
Petition For Declaratory Ruling Concerning)	
The Requirement For Good Faith Negotiations)	PR Docket No. 93-144
Among Economic Area Licensees and Incumbent)	
Licensees in the Upper 200 Channels of the)	
800 MHz Band)	

To: Chief, Wireless Telecommunications Bureau

REPLY COMMENTS OF MORRISON & FOERSTER LLP

Morrison & Foerster LLP ("Mofo"), a law firm representing several incumbent licensees within the upper 200 channels of the 800 MHz band, hereby submits these reply comments to the above-captioned request for declaratory ruling regarding good faith negotiations among licensees pursuant to 47 C.F.R. § 90.699.

Mofo generally supports the comments of Small Business Telecommunications ("SBT") filed in this Docket and strongly maintains that an incumbent licensee should not be in breach of its duty to negotiate in good faith if it fails to provide basic technical information to an Economic Area ("EA") licensee seeking to develop a relocation proposal, especially under the circumstances proposed by Nextel License Acquisition Corp. and Nextel WIP Corp. (together, "Nextel") in this Docket. Mofo particularly objects to Nextel's request that the Commission initiate revocation proceedings against an incumbent failing to accede to the EA licensee's request for system information, or to declare that a "general relocation plan," based on publicly available information regarding the number of the incumbent's channels and location, be deemed a good faith

offer by an EA licensee. Rather, each case must be evaluated on its own particular facts and circumstances (indeed, in some instances, an incumbent's or an EA licensee's failure to furnish certain information might well constitute evidence of bad faith). Mofo would strongly support the Commission's further clarification of the meaning of the "good faith" negotiation obligation and specification of a set of operative principles or guidelines for parties to meet the standard in their negotiations and for testing compliance in particular cases; however, the clarification requested by Nextel is wholly inappropriate and would only serve to skew the playing field against the incumbents.

The pattern observed by Mofo in its representation of incumbent carriers who are approached by Nextel regarding relocation should underscore the evils of Nextel's proposal. Typically (though not always), the carrier's first contact with Nextel is in connection with negotiations regarding a purchase by Nextel of the incumbent's operating system, including licenses, equipment and customers. In the course of these negotiations, Nextel often threatens to "send this to retune" if the incumbent does not accede to Nextel's demands on price or other material terms of a sale contract.

During the course of sale negotiations, Nextel, through outside counsel, sends a letter, via certified mail, to the incumbent informing it that Nextel intends to relocate all of incumbent's upper 800 MHz channels and formally terminating discussions regarding the potential acquisition of the licensee's SMR system. A sample of such letter is attached hereto as Exhibit 1.¹ This letter includes a statement that the incumbent "must provide" the system information requested on the system information form attached to Nextel's letter. This two page form includes requests for detailed information about

¹ Each exhibit hereto redacts the name of the incumbent licensee.

protocol, number of discrete systems being operated, type and make of back bone equipment (item-by-item), number of individual units billed monthly and means of verifying this information. The letter does not include any assertion that Nextel has the channels necessary to provide comparable facilities or furnish any list of channels in Nextel's possession that would serve this purpose. The system information form includes the warning that the preliminary information requested will provide a basis for future discussions, at least suggesting that failure to furnish the requested information will jeopardize the incumbent's relocation rights under the Commission's rules.

Understandably, the incumbent would hesitate to devote its scarce resources to complete the Nextel system information form, particularly in the absence of any statement from Nextel (or any supporting list of channels) that it has the channels necessary to effect a relocation. Typically, Mofo's clients have responded, through Mofo, in writing to Nextel's attorney that they are committed to negotiate in good faith and request that Nextel identify the channels it proposes to use to provide comparable facilities. A sample of such response is attached hereto as Exhibit 2.

In reply to the incumbent's response, Nextel's next communication is a second certified letter, reminding the incumbent of its good faith obligation, confirming that Nextel is fully capable of providing satisfactory replacement channels and reattaching its system information form. Completion of the form is requested within seven business days. The letter also includes a largely indecipherable list of literally hundreds of potential replacement channels by latitude and longitude and frequency, without any further information or analysis so as to enable the incumbent to verify that any of the

listed channels would support comparable facilities. An example of such letter is attached hereto as Exhibit 3.

In response to the second Nextel demand, the incumbent typically reiterates its request that Nextel establish that it can offer comparable geographic coverage and equivalent channel capacity, and indicates that Nextel may arrange for a third-party engineering firm to perform an on-site assessment of the incumbent's system and develop a relocation plan so that Nextel can obtain all of the relevant technical information relevant to the relocation.² An example of such letter is attached hereto as Exhibit 4.

Even in the face of such offer, Nextel makes no efforts to arrange the third-party inspection (or even acknowledge the offer) or furnish specifics of alternate channel availability. Rather, it sends yet another certified letter indicating that, in the face of incumbent's failure to furnish the requested technical information or to cooperate in developing a retune proposal, Nextel has prepared a retune contract on the basis of publicly available information. Yet another copy of the system information form is attached to this letter, with a statement that it is critical that the information be furnished immediately in the event the incumbent fails to sign and return the contract. The letter does not consider the possibility that the incumbent might want to negotiate the 11-page, single-spaced contract in any manner; rather, it states that Nextel, upon receipt of the

² See Section 101.71 of the Commission's rules, 47 C.F.R. § 101.71, which provides (in the context of relocations from the 1850-1990 and 2110-2200 bands) that if the parties have not reached a relocation agreement within one year after the commencement of the voluntary period, then the incumbent licensee must allow the emerging technology licensee, if it so chooses, to gain access to the existing facilities to be relocated so that an independent third party can examine the incumbent licensee's 2 GHz system and prepare an estimate of the cost and the time needed to relocate the incumbent licensee to comparable facilities. This 2 GHz requirement supports the reasonableness of the 800 MHz incumbent's offer to Nextel to arrange for a third party to inspect the incumbent's system, that the incumbent has acted in good faith in making such an offer and that Nextel has not acted in good faith in failing even to acknowledge the offer (see discussion below).

data, will review the contract and “if differences still exist” (whatever that means) enter into binding arbitration over the issues of comparable facilities and retuning compensation. An example of such letter is attached hereto as Exhibit 5.


The heavy-handed approach adopted by Nextel should be apparent from the above narrative and attachments. Nextel repeatedly demands completion of a lengthy system questionnaire, unilaterally sets deadlines and, ultimately, proffers an unnegotiable contract, all of which are wholly unsupported by the Commission’s rules, while at the same time constantly reminding the incumbent of its obligations to negotiate in good faith. Even in the face of an offer by the incumbent to allow an independent third party to inspect the system to obtain any needed technical information and to formulate a relocation plan, Nextel makes no effort to respond cooperatively. Rather, it sends an adhesion contract for a generic relocation, which it also uses as a further club once again to compel the completion of the system information form.

Should the Commission adopt the proposal of Nextel to require that the incumbent must accede to the requests of Nextel for system information (and to initiate revocation proceedings or, at least, to declare that a “general relocation plan” unilaterally developed by the EA licensee be deemed a good faith offer of relocation should the incumbent fail to provide the information), without at the same time imposing appropriate requirements on Nextel itself, then the Commission will only further skew the negotiating landscape in favor of Nextel and further enable Nextel’s heavy-handed tactics. If the Commission adopts Nextel’s proposal, it will countenance Nextel’s unsupported demands for extensive system information or to enter into one-sided contracts of adhesion without any demonstration by Nextel that it possesses the channels

needed to provide a comparable system and without even acknowledging the incumbent's offer to grant Nextel access to its system to obtain needed information and to formulate a relocation plan.

For the reasons state above, Mofo reiterates that any additional requirements should be carefully crafted to eradicate rather than promote the one-sided negotiation climate. To the extent any specific or additional requirements are imposed on the incumbent, they should be carefully balanced by appropriate requirements imposed on the EA licensee, including: a presumption that an offer by an incumbent to open its system to an independent third-party engineering firm is negotiation in "good faith," and that good faith on the part of the EA licensee requires at the very least an effort both to arrange for such third-party inspection (rather than ignoring incumbent's offer) and to demonstrate the availability of needed channels for a comparable system.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Doane F. Kiechel", written over a horizontal line.

Doane F. Kiechel
Morrison & Foerster LLP
2000 Pennsylvania Avenue, N.W., #5500
Washington, D.C. 20006-1888
(202) 887-1500

Dated: December 21, 2000

EXHIBIT 1

LAW OFFICES
CATALANO & PLACHE, PLLC
3221 M STREET, N.W.
WASHINGTON, D.C. 20007

TELEPHONE (202) 338-3200
TELEFAX (202) 338-1700

April 25, 2000

CERTIFIED MAIL: 7000 0600 0022 8767 1242

Re: Relocation of all "upper" 800 MHz channels licensed to

Dear Mr. Maddalla:

Please be advised that this law firm has been retained by Nextel Communications, Inc. ("Nextel") to facilitate the relocation of your 800 MHz SMR system to other spectrum in the 800 MHz band in accordance with the Rules of the Federal Communications Commission ("Commission"). By Certified Mail Return Receipt Requested, Nextel has previously notified you of its intent to relocate all of your upper 800 MHz channels. Nextel's records show that you are currently licensed for "upper" 800 MHz station WNXT311. Accordingly, as the Economic Area (EA) licensee, Nextel has the right to relocate this license to comparable facilities on other frequencies in the 800 MHz band (47 C.F.R. §90.699). Nextel intends to proceed with the relocation process at this time and all further discussion regarding the potential acquisition of your SMR system is terminated.

The determination of what facilities are comparable is made from the perspective of the end user based on four factors that have been identified by the Commission: system; capacity; quality of service; and operating costs. (*800 MHz Second Report and Order*, 12 FCC Red at 19112, at para. 90; 47 C.F.R. § 90.699 (d)). Both the EA licensee and the incumbent have an obligation to negotiate in good faith regarding the relocation to comparable facilities. (47 C.F.R. §90.699 (h) (2)). A copy of the relevant FCC rules is enclosed (see Attachment A).

In order for Nextel to satisfy the requirements of the Commission's Rules in providing you with comparable facilities you must provide certain basic information as requested in Attachment B pursuant to your obligation to negotiate in good faith. Additional information may be requested at a later date.

April 25, 2000


Page 2 of 2

My records indicate that you are not currently represented by legal counsel in negotiations with Nextel. If this is incorrect, please provide this letter to your attorney.

In addition, I am in receipt of a letter dated May 10, 1999 signed by you on the letterhead of [redacted] in which you indicate that [redacted] is the "Broker" for the "purposes of negotiating any agreement or settlement with Nextel Communications, Inc." relating to your 800 MHz Specialized Mobile Radio System (see Attachment C). It is unclear if this letter is intended to authorize the "Broker" to conduct negotiations on your behalf regarding the relocation of your system or if it simply relates to the potential acquisition of your system by Nextel. As noted above, the time for acquisition discussions has terminated. Please advise as to the scope of representation intended by the letter and provide copies of all brokerage agreements between [redacted] and you.

Please be assured that Nextel seeks to relocate your facilities in accordance with the Commission's Rules and is fully committed to satisfying all requirements and obligations established by the Commission. Your cooperation is appreciated.

Sincerely,



Albert J. Catalano
Counsel for Nextel

CC: [redacted]
Attachments

CERTIFIED MAIL 7000 0600 0022 8767 1235

NEXTEL**SYSTEM INFORMATION FORM**

Below is a preliminary checklist enabling Nextel to determine what in-depth information will be needed to facilitate retuning of SMR systems. This information should not be construed as all-inclusive, but rather information that will provide a basis for our future discussions, whether they are via phone or face to face.

1. What protocol is being utilized on your system(s)? _____
2. How many discrete systems do you operate? _____
3. For each of your discrete systems, what frequencies are being utilized by those systems (both U200 and lower frequencies)?

Note: If you operate more than one system, please answer the following separately for each individual system.

4. What is the type and make of the backbone equipment (list each system individually):
 - A) What type and model number of controller is used? _____
 - B) What make, wattage, model number and quantity of repeaters are used? (Please list how many of each you utilize)

 - C) What model number and make combiner(s) do you use? How many cavities are in your combiner? Do you own the combiner, or is it provided by the site owner?

 - D) Are any of your systems interconnected? If so, which ones are and how many lines does each have?

 - E) If interconnected, what type of equipment is used to handle your interconnect operations? What type of telco equipment do you use? (T1, etc.)

 - F) How many TX antennas are utilized and what types are they?

 - G) How many RX antennas are utilized and what types are they?

 - H) For each combiner, please list your frequencies being utilized by each. If any other frequencies are programmed into the combiner (yours or a third party's) please list the frequencies and which combiner they are utilizing.

PROPRIETARY AND CONFIDENTIAL.

NEXTEL**SYSTEM INFORMATION FORM** (page 2)

5. How many individual units do you bill monthly? How will you be able to verify this number?
- _____
- A. How many radios can not reprogram to frequencies in the 851 to 861 range?
- _____
- B. How many portables would you estimate are being billed on your system?
- _____
6. If a redundant system or repeaters are necessary, is there ample room in the building? _____
7. Would you like to engage an outside provider to perform the necessary retuning?
- _____
8. Other than the information requested above, is there any other equipment being utilized in conjunction with your system? If so, please explain and list in detail.
- _____
- _____
9. If there are any other issues that you feel need to be considered in evaluating the strategy for retuning your system please explain.
- _____
- _____
10. If you use Motorola protocol, which frequencies are being used as control channels on each Motorola system and what are the System Ids?
- _____
11. If you use LTR protocol, which channels are being utilized as home channels?
- _____

PROPRIETARY AND CONFIDENTIAL

EXHIBIT 2

MORRISON & FOERSTER LLP

ATTORNEYS AT LAW

SAN FRANCISCO
LOS ANGELES
SACRAMENTO
ORANGE COUNTY
PALO ALTO
WALNUT CREEK
DENVER

2000 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20006-1888
TELEPHONE (202) 887-1500
TELEFACSIMILE (202) 887-0763

NEW YORK
LONDON
BRUSSELS
BEIJING
HONG KONG
SINGAPORE
TOKYO

May 18, 2000

Writer's Direct Contact

(202) 887-8726

dkiechel@mofo.com

By Federal Express

Albert J. Catalano, Esquire
Catalano & Plache, PLLC
3221 M Street, N.W.
Washington, D.C. 20007

Re: Relocation of

Dear Mr. Catalano:

This law firm has been retained by () in connection with your April 25, 2000, letter concerning relocation of s "upper" 800 MHz SMR channels. In that letter, you requested certain information concerning the technical make-up of 's system in order for Nextel to satisfy its requirement to provide with comparable facilities on "lower" 800 MHz SMR channels. While is committed to negotiate in good faith with Nextel and will be happy to furnish relevant information about its system to facilitate the relocation process, there are some preliminary matters which must first be addressed.

As a precursory step to the time-consuming (and costly) process of compiling technical details of its system, needs to confirm that Nextel is able to provide comparable facilities. In particular, ' wishes to confirm Nextel's ability to provide lower SMR channels that will offer comparable geographic coverage and equivalent channel capacity to 's current system. Once it is established that Nextel has rights to such comparable channels, will provide technical equipment information relevant to relocating its facilities to those channels. In order to establish Nextel's capacity in this regard, ' requests that Nextel provide the following information:

- 1) Identification of: (a) the specific lower SMR channels owned by Nextel that will support a comparable system in the EA currently served by 's system (please ensure that this descriptive information is sufficient to confirm that each channel has or will be obtained, constructed, and operated in conformance with the FCC's rules and policies); and (b) a list of the names of any other channel block holders in

MORRISON & FOERSTER LLP

Albert J. Catalano, Esquire
May 18, 2000
Page Two

this EA (and, if there are such other EA licensees, a description of Nextel's plan to coordinate with them in our relocation negotiations).

- 2) A general timetable (and description of the process) for constructing the new system on, and transitioning to, alternate 800 MHz spectrum, including frequency coordination.
- 3) Confirmation that Nextel's plan will include reimbursement for legal, engineering and other legitimate and reasonable costs incurred with respect to the preparation, negotiation and effectuation of the relocation, as well as compensation for any down time suffered by its customers in connection with the relocation.

In addition, will need to retain legal and engineering consultants in order to negotiate with Nextel effectively and protect its interests. Because of its small size and limited capital resources, however, lacks the financial ability to take on such expenses. Accordingly, requests that Nextel agree to reimburse it on a monthly basis, beginning May 31, 2000, for all legitimate and reasonable legal and engineering fees that incurs during negotiations through consummation of the final relocation agreement. Such reimbursements would comprise a portion of the total compensation for relocation set forth in the definitive relocation agreement.

Finally, regarding your inquiries to me about my relationship with (which serves as the broker for many SMR channel licensees to whom I have provided legal counsel in their sale negotiations with Nextel), please note that, while I have represented it on certain matters, I do not have any equity interest or other affiliation with Performance Industries.

Please contact me as soon as convenient to discuss Nextel's available channels and its ability to cover its reasonable relocation-related costs.

Sincerely,



Doane F. Kiechel

cc:

EXHIBIT 3

CATALANO & PLACHE, PLLC

3221 M Street, N.W.
Washington, DC 20007

Telephone (202) 338-3200
Facsimile (202) 338-1700

May 26, 2000

BY HAND DELIVERY

Doane F. Kiechel, Esquire
Morrison & Foerster LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1888

Re: Relocation of _____;

Dear Mr. Kiechel:

Thank you for your letter dated May 18, 2000 that you sent in response to my April 25, 2000 letter to the above licensee. I understand from your letter that your firm has been retained by the above licensee " " with regard to the relocation of " 's "upper" 800 MHz SMR channels. This letter responds to your May 17 letter.

I appreciate the assurance in your letter that " " "is committed to negotiate in good faith with Nextel and will be happy to furnish relevant information about its system to facilitate the relocation process." My April 25 letter included as Attachment B a two-page form seeking preliminary information needed by Nextel to begin the relocation process. The information on this form is needed as a starting point to resolving the four factors – system, capacity, quality of service, and operating costs – relevant to identifying comparable facilities. 47 CFR §90.699(d). For your convenience, a copy of this form is included with this letter as Attachment A. The information request is carefully limited, seeking only basic, non-proprietary information, i.e., no customer-specific information, and is designed to be easily completed; it is neither a time consuming nor a costly request as suggested in your letter.

Rather than providing the requested information, your letter instead indicates that no information will be forthcoming until " " is able "to confirm Nextel's ability to provide lower SMR channels that will offer comparable geographic coverage and equivalent channel capacity to " 's current system." Please rest assured that Nextel is fully capable of providing channels that will satisfy the channel "capacity" factor relevant to identifying comparable facilities as set forth in 47 CFR §90.699(d). As reflected in the Commission's licensing database, Nextel currently is licensed for numerous lower 800 MHz SMR channels in the relevant geographic areas; further, Nextel has rights to additional lower 800 MHz channels and to the extent necessary will obtain additional

channels to facilitate relocation of [redacted]'s system(s) in accordance with the Commission's Rules. We trust this will alleviate any concerns on the part of [redacted] that Nextel may not be able to complete relocation of [redacted]'s system(s).

In any case, [redacted] does have an obligation to negotiate in "good faith" with Nextel towards relocation of [redacted]'s system(s). As you are no doubt aware, the *mandatory negotiation* period under 47 CFR §90.699 began several months ago. Section 90.699(b)(2) states specifically that during the mandatory negotiation period, "both the EA licensee and the incumbent must negotiate in 'good faith.'" As part of [redacted]'s "good faith" obligation, and as part of its obligation as a Commission licensee, [redacted] must supply the information Nextel needs to allow Nextel to design, choose frequencies for and provide any necessary redundant system(s) to facilitate [redacted]'s relocation. [redacted]'s failure to provide information and otherwise to cooperate with Nextel will hamper Nextel's relocation plans and will frustrate Nextel's exercise of its rights as the EA winner.

Following are answers to your specific questions:

1. (a) Nextel does not have sufficient information regarding [redacted]'s system(s) at this time to enable identification of "the specific lower SMR channels" that will support a "comparable" system. Identifying specific spectrum that will support a comparable system under the "capacity" factor of 47 CFR §90.699(d)(2) is dependent on the technical parameters of [redacted]'s system(s). The Commission has recognized this, stating for example, "We agree with commenters that comparable channel capacity requires equivalent signaling capability, baud rate, and access time." *In the Matter of Amendment of Part 90 of the commission's Rules to Facilitate Future Development of SMR Systems in the 800 MHz Frequency Band*, 12 FCC Rcd 19079, 19113 (July 10, 1997) (hereafter, "Second Report and Order"). Simply put, different 800 MHz systems require different channel spacing. Nextel is thus unable to propose *specific* channels to relocate [redacted]'s system(s) until [redacted] provides the preliminary system information previously requested (see attachment). Once this information is provided, Nextel will choose the specific channels for relocation of [redacted]'s system(s).

This having been said, Nextel can at this time in good faith provide a list of *tentative* channels that Nextel has available to carry out the relocation of [redacted]'s system(s). This list is included as Attachment B to this letter. Please note, Nextel cannot guarantee that all of these channels will remain available indefinitely during drawn out negotiations. Also, until Nextel receives the technical information requested we cannot determine the combination of channels that work with [redacted]'s combiner scheme.

- (b) Nextel is the EA winner for all of the EA's in which [redacted]'s licenses are located, and thus we are not aware of any other EA licensee that has the right to relocate [redacted]'s system(s).

2. Nextel intends to complete relocation of ' 's system(s) as quickly as possible. In carrying out the relocation, Nextel will meticulously comply with the Commission's Rules set forth in 47 CFR §90.699 regarding relocation of incumbents from the upper 200 channels. This will provide a seamless transition for ' 's system(s) from existing channels to replacement channels. In carrying out the relocation, Nextel will ensure that no significant disruptions will occur to ' 's operations by carefully following the relocation Rules, including compliance with the four established factors – system, capacity, quality of service and operating costs – for assessing comparability. 47 CFR §90.699(d). Nextel will provide any necessary redundant system(s) and complete tests for comparability with ' 's existing system(s). Nextel does not require any proprietary information to comply with these requirements or otherwise to complete relocation. Specifically, no list of customers will need to be disclosed. Nextel will require to know the number of end users operating on the system(s). For example, a copy of ' 's latest CMRS Regulatory Fee submission filed with the Commission would be helpful to determining information regarding numbers of end users, etc.; any information deemed proprietary may be redacted. Nextel may use one or more contractors to complete the relocation of ' 's facilities. In addition, Nextel will carry out any necessary frequency coordination.

Nextel is not able at this time to provide a specific timetable for carrying out these tasks or otherwise to provide specific technical or process information until Nextel receives the basic preliminary information previously requested. Once ' ' provides this basic information, Nextel will provide a detailed relocation plan, including list of specific frequencies, technical parameters, timetables, etc.

3. Nextel will guarantee payment of all relocation costs, including legitimate and prudent engineering, frequency coordination if necessary, and other costs, in accordance with the Commission's Rules, 47 CFR §90.699, and Commission Orders.

Nextel cannot agree to your request that reimbursement of transaction costs be made on an ongoing basis. Such ongoing reimbursement is not required by the Commission's Rules and Orders. Indeed, the Commission specifically considered and rejected such an approach, stating:

We disagree, and reiterate that payment of relocation costs will not be due until the incumbent has been fully relocated and the frequencies are free and clear. We continue to believe that this approach promotes a more expeditious relocation process by establishing a definite time at which reimbursement is due. EA licensees have made substantial payments to serve their markets. Thus, they have a large financial incentive to relocate the incumbent licensees, construct their facilities, and begin operating. We believe that this approach strikes an appropriate balance between the

Letter to Mr. Kiechel
May 26, 2000
Page 4 of 4

rights and responsibilities of EA licensees and incumbent licensees during the course of the relocation.

In the Matter of Amendment of Part 90 of the Commission's Rules to Facilitate Future Development of SMR Systems in the 800 MHz Frequency Band, 14 FCC Rcd 17556, para. 58 (October 8, 1999) (Memorandum Opinion and Order on Reconsideration). Nextel agrees with the Commission's reasoning on this issue.

Finally, please let me reiterate again the importance of ' 's completion of the preliminary information request to facilitate moving forward with relocation of ' 's system(s) pursuant to the Commission's Rules. Please provide this information within the next seven business days.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Al Catalano".

Albert J. Catalano

Attachments

ATTACHMENT A



SYSTEM INFORMATION FORM

Below is a preliminary checklist enabling Nextel to determine what in-depth information will be needed to facilitate retuning of SMR systems. This information should not be construed as all-inclusive, but rather information that will provide a basis for our future discussions, whether they are via phone or face to face.

1. What protocol is being utilized on your system(s)? _____
2. How many discrete systems do you operate? _____
3. For each of your discrete systems, what frequencies are being utilized by those systems (both U200 and lower frequencies)?

Note: If you operate more than one system, please answer the following separately for each individual system.

4. What is the type and make of the backbone equipment (list each system individually):
 - A) What type and model number of controller is used? _____
 - B) What make, wattage, model number and quantity of repeaters are used? (Please list how many of each you utilize)

 - C) What model number and make combiner(s) do you use? How many cavities are in your combiner? Do you own the combiner, or is it provided by the site owner?

 - D) Are any of your systems interconnected? If so, which ones are and how many lines does each have?

 - E) If interconnected, what type of equipment is used to handle your interconnect operations? What type of telco equipment do you use? (T1, etc.)

 - F) How many TX antennas are utilized and what types are they?

 - G) How many RX antennas are utilized and what types are they?

 - H) For each combiner, please list your frequencies being utilized by each. If any other frequencies are programmed into the combiner (yours or a third party's) please list the frequencies and which combiner they are utilizing.



SYSTEM INFORMATION FORM (page 2)

5. How many individual units do you bill monthly? How will you be able to verify this number?
- _____
- A. How many radios can not reprogram to frequencies in the 851 to 861 range?
- _____
- B. How many portables would you estimate are being billed on your system?
- _____
6. If a redundant system or repeaters are necessary, is there ample room in the building? _____
7. Would you like to engage an outside provider to perform the necessary retuning?
- _____
8. Other than the information requested above, is there any other equipment being utilized in conjunction with your system? If so, please explain and list in detail.
- _____
- _____
9. If there are any other issues that you feel need to be considered in evaluating the strategy for retuning your system please explain.
- _____
- _____
10. If you use Motorola protocol, which frequencies are being used as control channels on each Motorola system and what are the System Ids?
- _____
11. If you use LTR protocol, which channels are being utilized as home channels?
- _____

ATTACHMENT B

CallSign	lat	long	Potential Replacement Frequency
WNNKQ732	NN374417	WW0841811	851.0375
WNNKQ732	NN374417	WW0841811	851.0875
WNNKQ732	NN374417	WW0841811	851.1125
WNNKQ732	NN374417	WW0841811	851.1375
WNNKQ732	NN374417	WW0841811	851.1625
WNNKQ732	NN374417	WW0841811	851.1875
WNNKQ732	NN374417	WW0841811	851.2125
WNNKQ732	NN374417	WW0841811	851.2375
WNNKQ732	NN374417	WW0841811	851.2875
WNNKQ732	NN374417	WW0841811	851.3125
WNNKQ732	NN374417	WW0841811	851.3375
WNNKQ732	NN374417	WW0841811	851.3625
WNNKQ732	NN374417	WW0841811	851.3875
WNNKQ732	NN374417	WW0841811	851.4125
WNNKQ732	NN374417	WW0841811	851.4375
WNNKQ732	NN374417	WW0841811	851.4625
WNNKQ732	NN374417	WW0841811	851.4875
WNNKQ732	NN374417	WW0841811	851.5125
WNNKQ732	NN374417	WW0841811	851.5375
WNNKQ732	NN374417	WW0841811	851.5625
WNNKQ732	NN374417	WW0841811	851.5875
WNNKQ732	NN374417	WW0841811	851.6125
WNNKQ732	NN374417	WW0841811	851.6375
WNNKQ732	NN374417	WW0841811	851.6625
WNNKQ732	NN374417	WW0841811	851.6875
WNNKQ732	NN374417	WW0841811	851.7125
WNNKQ732	NN374417	WW0841811	851.7375
WNNKQ732	NN374417	WW0841811	851.7875
WNNKQ732	NN374417	WW0841811	851.8125
WNNKQ732	NN374417	WW0841811	851.8375
WNNKQ732	NN374417	WW0841811	851.8625
WNNKQ732	NN374417	WW0841811	851.8875
WNNKQ732	NN374417	WW0841811	851.9125
WNNKQ732	NN374417	WW0841811	851.9375
WNNKQ732	NN374417	WW0841811	851.9625
WNNKQ732	NN374417	WW0841811	851.9875
WNNKQ732	NN374417	WW0841811	852.0125
WNNKQ732	NN374417	WW0841811	852.0625
WNNKQ732	NN374417	WW0841811	852.0875
WNNKQ732	NN374417	WW0841811	852.1125
WNNKQ732	NN374417	WW0841811	852.1375
WNNKQ732	NN374417	WW0841811	852.1625
WNNKQ732	NN374417	WW0841811	852.1875
WNNKQ732	NN374417	WW0841811	852.2125
WNNKQ732	NN374417	WW0841811	852.2375
WNNKQ732	NN374417	WW0841811	852.2875
WNNKQ732	NN374417	WW0841811	852.3375
WNNKQ732	NN374417	WW0841811	852.3875
WNNKQ732	NN374417	WW0841811	852.4125
WNNKQ732	NN374417	WW0841811	852.4375

WKNKQ732	NN374417	WW0841811	852.4625
WKNKQ732	NN374417	WW0841811	852.5125
WKNKQ732	NN374417	WW0841811	852.5375
WKNKQ732	NN374417	WW0841811	852.5625
WKNKQ732	NN374417	WW0841811	852.5875
WKNKQ732	NN374417	WW0841811	852.6125
WKNKQ732	NN374417	WW0841811	852.6375
WKNKQ732	NN374417	WW0841811	852.6625
WKNKQ732	NN374417	WW0841811	852.6875
WKNKQ732	NN374417	WW0841811	852.7125
WKNKQ732	NN374417	WW0841811	852.7375
WKNKQ732	NN374417	WW0841811	852.7625
WKNKQ732	NN374417	WW0841811	852.7875
WKNKQ732	NN374417	WW0841811	852.8125
WKNKQ732	NN374417	WW0841811	852.8375
WKNKQ732	NN374417	WW0841811	852.8625
WKNKQ732	NN374417	WW0841811	852.9125
WKNKQ732	NN374417	WW0841811	852.9375
WKNKQ732	NN374417	WW0841811	852.9625
WKNKQ732	NN374417	WW0841811	852.9875
WKNKQ732	NN374417	WW0841811	853.0125
WKNKQ732	NN374417	WW0841811	853.0375
WKNKQ732	NN374417	WW0841811	853.0625
WKNKQ732	NN374417	WW0841811	853.0875
WKNKQ732	NN374417	WW0841811	853.1125
WKNKQ732	NN374417	WW0841811	853.1375
WKNKQ732	NN374417	WW0841811	853.1625
WKNKQ732	NN374417	WW0841811	853.1875
WKNKQ732	NN374417	WW0841811	853.2125
WKNKQ732	NN374417	WW0841811	853.2375
WKNKQ732	NN374417	WW0841811	853.2625
WKNKQ732	NN374417	WW0841811	853.2875
WKNKQ732	NN374417	WW0841811	853.3125
WKNKQ732	NN374417	WW0841811	853.3375
WKNKQ732	NN374417	WW0841811	853.3625
WKNKQ732	NN374417	WW0841811	853.3875
WKNKQ732	NN374417	WW0841811	853.4125
WKNKQ732	NN374417	WW0841811	853.4375
WKNKQ732	NN374417	WW0841811	853.4625
WKNKQ732	NN374417	WW0841811	853.5125
WKNKQ732	NN374417	WW0841811	853.5625
WKNKQ732	NN374417	WW0841811	853.5875
WKNKQ732	NN374417	WW0841811	853.6125
WKNKQ732	NN374417	WW0841811	853.6625
WKNKQ732	NN374417	WW0841811	853.6875
WKNKQ732	NN374417	WW0841811	853.7125
WKNKQ732	NN374417	WW0841811	853.7375
WKNKQ732	NN374417	WW0841811	853.7625
WKNKQ732	NN374417	WW0841811	853.7875
WKNKQ732	NN374417	WW0841811	853.8125
WKNKQ732	NN374417	WW0841811	853.8375
WKNKQ732	NN374417	WW0841811	853.8625
WKNKQ732	NN374417	WW0841811	853.8875

WNLKQ732	NN374417	WW0841811	853.9125
WNLKQ732	NN374417	WW0841811	853.9375
WNLKQ732	NN374417	WW0841811	853.9625
WNLKQ732	NN374417	WW0841811	853.9875
WNLKQ732	NN374417	WW0841811	854.0125
WNLKQ732	NN374417	WW0841811	854.0625
WNLKQ732	NN374417	WW0841811	854.0875
WNLKQ732	NN374417	WW0841811	854.1125
WNLKQ732	NN374417	WW0841811	854.1375
WNLKQ732	NN374417	WW0841811	854.1625
WNLKQ732	NN374417	WW0841811	854.1875
WNLKQ732	NN374417	WW0841811	854.2125
WNLKQ732	NN374417	WW0841811	854.2375
WNLKQ732	NN374417	WW0841811	854.2875
WNLKQ732	NN374417	WW0841811	854.3125
WNLKQ732	NN374417	WW0841811	854.3625
WNLKQ732	NN374417	WW0841811	854.5125
WNLKQ732	NN374417	WW0841811	854.5375
WNLKQ732	NN374417	WW0841811	854.5625
WNLKQ732	NN374417	WW0841811	854.5875
WNLKQ732	NN374417	WW0841811	854.6125
WNLKQ732	NN374417	WW0841811	854.6375
WNLKQ732	NN374417	WW0841811	854.6875
WNLKQ732	NN374417	WW0841811	854.7125
WNLKQ732	NN374417	WW0841811	854.7375
WNLKQ732	NN374417	WW0841811	854.7625
WNLKQ732	NN374417	WW0841811	854.8125
WNLKQ732	NN374417	WW0841811	855.0125
WNLKQ732	NN374417	WW0841811	855.0375
WNLKQ732	NN374417	WW0841811	855.0625
WNLKQ732	NN374417	WW0841811	855.2875
WNLKQ732	NN374417	WW0841811	855.3375
WNLKQ732	NN374417	WW0841811	855.5625
WNLKQ732	NN374417	WW0841811	855.7875
WNLKQ732	NN374417	WW0841811	856.0375
WNLKQ732	NN374417	WW0841811	856.0625
WNLKQ732	NN374417	WW0841811	856.1875
WNLKQ732	NN374417	WW0841811	856.5375
WNLKQ732	NN374417	WW0841811	856.6375
WNLKQ732	NN374417	WW0841811	856.7875
WNLKQ732	NN374417	WW0841811	856.8125
WNLKQ732	NN374417	WW0841811	857.0375
WNLKQ732	NN374417	WW0841811	857.0625
WNLKQ732	NN374417	WW0841811	857.1875
WNLKQ732	NN374417	WW0841811	857.5375
WNLKQ732	NN374417	WW0841811	857.6375
WNLKQ732	NN374417	WW0841811	857.7875
WNLKQ732	NN374417	WW0841811	857.8375
WNLKQ732	NN374417	WW0841811	857.8625
WNLKQ732	NN374417	WW0841811	858.0375
WNLKQ732	NN374417	WW0841811	858.0625
WNLKQ732	NN374417	WW0841811	858.1875
WNLKQ732	NN374417	WW0841811	858.5375

WKNQ732	NN374417	WW0841811	858.6375
WKNQ732	NN374417	WW0841811	858.7875
WKNQ732	NN374417	WW0841811	858.8375
WKNQ732	NN374417	WW0841811	859.0375
WKNQ732	NN374417	WW0841811	859.0625
WKNQ732	NN374417	WW0841811	859.1875
WKNQ732	NN374417	WW0841811	859.5375
WKNQ732	NN374417	WW0841811	859.6375
WKNQ732	NN374417	WW0841811	859.7875
WKNQ732	NN374417	WW0841811	859.8625
WKNQ732	NN374417	WW0841811	859.8875
WKNQ732	NN374417	WW0841811	860.0375
WKNQ732	NN374417	WW0841811	860.0625
WKNQ732	NN374417	WW0841811	860.1875
WKNQ732	NN374417	WW0841811	860.5375
WKNQ732	NN374417	WW0841811	860.6375
WKNQ732	NN374417	WW0841811	860.8125
WNNY557	NN370613	WW0843541	851.5875
WNNY557	NN370613	WW0843541	852.2875
WNNY557	NN370613	WW0843541	856.0125
WNNY557	NN370613	WW0843541	856.1625
WNNY557	NN370613	WW0843541	856.5375
WNNY557	NN370613	WW0843541	856.6375
WNNY557	NN370613	WW0843541	857.0125
WNNY557	NN370613	WW0843541	857.1625
WNNY557	NN370613	WW0843541	857.6375
WNNY557	NN370613	WW0843541	858.0125
WNNY557	NN370613	WW0843541	858.6375
WNNY557	NN370613	WW0843541	859.0125
WNNY557	NN370613	WW0843541	859.6375
WNNY557	NN370613	WW0843541	860.0125
WNNY557	NN370613	WW0843541	860.6375
WNN0862	NN371136	WW0831104	856.0375
WNN0862	NN371136	WW0831104	856.0875
WNN0862	NN371136	WW0831104	856.1625
WNN0862	NN371136	WW0831104	856.1875
WNN0862	NN371136	WW0831104	856.5375
WNN0862	NN371136	WW0831104	856.5625
WNN0862	NN371136	WW0831104	856.6375
WNN0862	NN371136	WW0831104	857.0375
WNN0862	NN371136	WW0831104	857.0875
WNN0862	NN371136	WW0831104	857.1625
WNN0862	NN371136	WW0831104	857.1875
WNN0862	NN371136	WW0831104	857.5625
WNN0862	NN371136	WW0831104	857.6375
WNN0862	NN371136	WW0831104	858.0375
WNN0862	NN371136	WW0831104	858.0875
WNN0862	NN371136	WW0831104	858.1875
WNN0862	NN371136	WW0831104	858.5625
WNN0862	NN371136	WW0831104	858.6375
WNN0862	NN371136	WW0831104	859.0375
WNN0862	NN371136	WW0831104	859.0875
WNN0862	NN371136	WW0831104	859.1875

WNN0862	NN371136	WW0831104	859.5625
WNN0862	NN371136	WW0831104	859.6375
WNN0862	NN371136	WW0831104	860.0375
WNN0862	NN371136	WW0831104	860.0875
WNN0862	NN371136	WW0831104	860.1875
WNN0862	NN371136	WW0831104	860.5625
WNN0862	NN371136	WW0831104	860.6375
WNSN280	NN365401	WW0831818	856.0375
WNSN280	NN365401	WW0831818	856.1375
WNSN280	NN365401	WW0831818	856.1625
WNSN280	NN365401	WW0831818	856.5375
WNSN280	NN365401	WW0831818	856.6375
WNSN280	NN365401	WW0831818	857.0375
WNSN280	NN365401	WW0831818	857.0875
WNSN280	NN365401	WW0831818	857.1375
WNSN280	NN365401	WW0831818	857.1625
WNSN280	NN365401	WW0831818	857.6375
WNSN280	NN365401	WW0831818	858.0375
WNSN280	NN365401	WW0831818	858.0875
WNSN280	NN365401	WW0831818	858.1375
WNSN280	NN365401	WW0831818	858.6375
WNSN280	NN365401	WW0831818	859.0375
WNSN280	NN365401	WW0831818	859.0875
WNSN280	NN365401	WW0831818	859.1375
WNSN280	NN365401	WW0831818	859.6375
WNSN280	NN365401	WW0831818	860.0375
WNSN280	NN365401	WW0831818	860.0875
WNSN280	NN365401	WW0831818	860.1375
WNSN280	NN365401	WW0831818	860.6375
WNXE798	NN370638	WW0840247	851.4875
WNXE798	NN370638	WW0840247	851.8625
WNXE798	NN370638	WW0840247	852.3375
WNXE798	NN370638	WW0840247	852.3875
WNXE798	NN370638	WW0840247	852.4625
WNXE798	NN370638	WW0840247	852.5625
WNXE798	NN370638	WW0840247	852.5875
WNXE798	NN370638	WW0840247	852.6125
WNXE798	NN370638	WW0840247	852.6375
WNXE798	NN370638	WW0840247	852.6875
WNXE798	NN370638	WW0840247	852.7625
WNXE798	NN370638	WW0840247	852.8625
WNXE798	NN370638	WW0840247	852.9125
WNXE798	NN370638	WW0840247	853.0125
WNXE798	NN370638	WW0840247	853.0375
WNXE798	NN370638	WW0840247	853.1375
WNXE798	NN370638	WW0840247	853.1875
WNXE798	NN370638	WW0840247	853.2125
WNXE798	NN370638	WW0840247	853.2375
WNXE798	NN370638	WW0840247	853.2625
WNXE798	NN370638	WW0840247	853.3875
WNXE798	NN370638	WW0840247	853.4125
WNXE798	NN370638	WW0840247	853.5125
WNXE798	NN370638	WW0840247	853.5875

WNXE798	NN370638	WW0840247	853.8875
WNXE798	NN370638	WW0840247	854.0625
WNXE798	NN370638	WW0840247	854.2125
WNXE798	NN370638	WW0840247	854.2375
WNXE798	NN370638	WW0840247	854.3625
WNXE798	NN370638	WW0840247	854.5875
WNXE798	NN370638	WW0840247	856.1625
WNXE798	NN370638	WW0840247	856.5375
WNXE798	NN370638	WW0840247	856.6375
WNXE798	NN370638	WW0840247	857.0875
WNXE798	NN370638	WW0840247	857.1625
WNXE798	NN370638	WW0840247	857.6375
WNXE798	NN370638	WW0840247	858.0875
WNXE798	NN370638	WW0840247	858.6375
WNXE798	NN370638	WW0840247	859.0875
WNXE798	NN370638	WW0840247	859.6375
WNXE798	NN370638	WW0840247	860.0875
WNXE798	NN370638	WW0840247	860.6375

EXHIBIT 4

MORRISON & FOERSTER LLP

SAN FRANCISCO
LOS ANGELES
PALO ALTO
WALNUT CREEK
SACRAMENTO
ORANGE COUNTY
SAN DIEGO
DENVER

ATTORNEYS AT LAW

2000 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20006-1888
TELEPHONE (202) 887-1500
TELEFACSIMILE (202) 887-0763

NEW YORK
BUENOS AIRES
LONDON
BRUSSELS
BEIJING
HONG KONG
SINGAPORE
TOKYO

September 18, 2000

Writer's Direct Contact

(202) 887-8726

dkiechel@mofo.com

By Overnight Courier

Albert J. Catalano, Esquire
Catalano & Plache, PLLC
3221 M Street, N.W.
Washington, D.C. 20007

Re: Relocation of

Dear Mr. Catalano:

This is in response to your letter of June 14, 2000, in which you requested certain technical information regarding [redacted]'s ("[redacted]") upper 800 MHz SMR channels. As we indicated in our June 2, 2000, letter on this subject, [redacted] needs to confirm Nextel's ability to provide comparable facilities before embarking on the time-consuming and costly process of compiling technical details of its system. Although your letter indicates that [redacted] may "rest assured" of Nextel's ability to provide comparable channel capacity, and provides a list of tentative replacement channels, the letter further indicates that "Nextel cannot guarantee that all these channels will remain available indefinitely."

Nonetheless, because [redacted] is and always has been committed to negotiating in good faith, it has developed and now proposes a reasonable solution to gathering relevant information about its system to facilitate the negotiation process. Specifically, if it can be established that Nextel has the ability to provide lower SMR channels that will offer comparable geographic coverage and equivalent channel capacity to [redacted]'s current channels, and if Nextel truly requires technical information as it claims, Nextel may arrange and pay for a mutually-agreeable third-party engineering firm to perform an on-site assessment of [redacted]'s system and develop a relocation plan. Please provide us the names of engineering firms that Nextel proposes to use. [redacted] will then coordinate with Nextel or directly with the mutually acceptable firm to provide unfettered access to all relevant elements of its system, provided that proprietary information is protected. Such engineering assessment should furnish Nextel with all of the technical equipment information relevant to relocating [redacted]'s channels.

MORRISON & FOERSTER LLP

Albert J. Catalano, Esquire
September 18, 2000
Page Two

Please contact us at your earliest convenience so we can coordinate the on-site inspection process.

Sincerely,

A handwritten signature in cursive script, reading "Doane F. Kiechel".

Doane F. Kiechel

cc:

EXHIBIT 5

CATALANO & PLACHE, PLLC

**3221 M Street, N.W.
Washington, DC 20007**

**Telephone (202) 338-3200
Facsimile (202) 338-1700**

September 27, 2000

BY FEDERAL EXPRESS

Doanne F. Kiechel, Esq.
Morrison & Foerster LLP
2000 Pennsylvania Avenue, NW
Washington, DC 20006-1888

Re: Relocation of "Upper 200" 800 MHz Channels licensed to
; Good Faith Offer

Dear Mr. Kiechel:

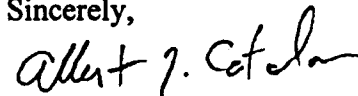
This letter relates to your client, the above-referenced incumbent licensee ("incumbent licensee"). As you are aware from prior communications, it is Nextel's intent to retune incumbent licensees from the frequency blocks acquired by Nextel in the auction of the 800 MHz Upper 200 SMR band. Nextel's Economic Area ("EA") licenses were granted by the Federal Communications Commission ("FCC") on June 17, 1998, and the FCC, by Public Notice DA 98-2434, began the two-year negotiation period between Nextel and the incumbent licensees on December 4, 1998.

Enclosed please find a proposed Asset Exchange Agreement ("AEA") for the retuning of the incumbent licensee's system. Despite Nextel's requests, the incumbent licensee has not provided basic technical data nor has the incumbent licensee cooperated with Nextel in developing a retune proposal; therefore, this AEA has been prepared based on information available in the public record and constitutes Nextel's "good faith offer" to retune the incumbent licensee's system in accordance with its obligations under FCC Rule §90.699.

The FCC rules require incumbent licensees to negotiate in good faith with EA licensees on system retuning. As such, we urge your timely attention to this offer. If the incumbent licensee wishes to accept this AEA, please have all copies executed and returned to this office at the above address. If the incumbent license does not accept the AEA, it is critical that your client immediately provide Nextel with the basic technical data requested in the attachment hereto, which should be returned to this office at the above address. Once this data is received, Nextel will review the AEA. If differences still exist, Nextel would agree to enter into binding arbitration with the incumbent licensee over the issues of "comparable facilities" and "retuning compensation".

We await your response.

Sincerely,



Albert J. Catalano

Attachment

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2000, by and between _____ an individual resident of the Commonwealth of Kentucky, _____, an individual resident of the Commonwealth of Kentucky, _____, an individual resident of the Commonwealth of Kentucky, and _____, an individual resident of the Commonwealth of Kentucky (collectively, the "Incumbent"), and Nextel Partners, Inc., a Delaware corporation ("Nextel"). Nextel and Incumbent may be referred to collectively herein as the "Parties".

RECITALS

A. Incumbent is the licensee under the licenses (the "Incumbent Licenses") identified on Schedule A hereto issued by the Federal Communications Commission ("FCC") for the operation of 800 MHz Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified on Schedule A (the "Incumbent Channels").

B. Nextel or its subsidiary or affiliate is the licensee under the licenses (the "Nextel Licenses") issued by the FCC for the operation of 800 MHz SMR systems on the frequencies and at the locations identified on Schedule B (the "Replacement Channels").

C. Nextel's affiliate, Nextel WIP Corp. ("NWIP"), is the Economic Area ("EA") licensee for the frequency block in which Incumbent is an incumbent licensee.

D. Nextel and Incumbent wish to enter into this Agreement to effect creation of and the assignment to Incumbent of FCC licenses for the Replacement Channels at the coordinates listed on Schedule B(1), in exchange for the assignment to Nextel or its designee of the Incumbent Licenses, in each case free and clear of all liens, claims, mortgages, pledges, security interests, encumbrances, adverse claims or restrictions whatsoever (collectively, "Liens").

AGREEMENTS

1. **Licenses to be Exchanged:** Upon the terms and subject to the conditions hereinafter set forth, on the Closing Date (as defined below) (i) Nextel will assign to Incumbent, and Incumbent will acquire and assume from Nextel, all of Nextel's right, title and interest in, to and under the Replacement Channels as set forth in Schedule B(1) hereto; and (ii) Incumbent will transfer and assign to Nextel or its designee, and Nextel or such designee will acquire and assume from Incumbent, all of Incumbent's right, title and interest in, to and under the Incumbent Licenses; in each case free and clear of any and all Liens. Nextel, at its sole option, may elect to apply for the surrender and cancellation of any or all of the Incumbent Licenses (the "License Cancellation") in lieu of assignment and transfer of such License from Incumbent to Nextel. On or prior to the Closing Date, Nextel will proceed to surrender or to cause the surrender or withdrawal of any Nextel Channel authorized under the Nextel Licenses which is authorized to operate at any transmission site within a fifty-five (55) mile radius of the Replacement Channels at the coordinates identified on Schedule B(1) as of the Closing Date ("Surrender Channels"). In the event the FCC does not approve the applications for the creation of the FCC licenses for the Replacement Channels set forth on Schedule B(1), this Agreement may be terminated by written notice from either Party as set forth below.

2. **Retuning Compensation:** In addition to the consideration listed above, in order to facilitate Incumbent's transition to the Replacement Channels, Nextel shall provide to Incumbent the SMR equipment and related installation services listed on Schedule C as specified therein (the "Reprogramming Equipment") and shall pay Incumbent the sum of One Hundred Fourteen Thousand Seven Hundred Dollars (\$114,700), by check or wire transfer, as reimbursement for Incumbent's costs in retuning of its system from the Incumbent Channels to the Replacement Channels (the "Reprogramming Reimbursement"), which shall be paid as follows: upon written notice

by Incumbent to Nextel that it has begun retuning of its System, Nextel shall pay Incumbent the sum of **Fifty-Seven Thousand Three Hundred Fifty Dollars (\$57,350)**, and shall pay the balance of the Reprogramming Reimbursement on the Closing Date.

3. **Excluded Assets; No Assumption of Liabilities:** Other than as provided above, neither Party shall hereby be obligated to assign and transfer to the other any asset, tangible or intangible, nor shall either Party hereby be entitled to assume any asset, tangible or intangible, including, without limitation, any customer lists relating to the SMR systems presently operated on the Replacement Channels or the Incumbent Channels. Neither Party is hereby assuming, and neither party shall be responsible for, any liabilities or obligations of the other, whether arising out of or in connection with the Nextel Licenses, the Incumbent Licenses or the SMR systems operated pursuant thereto.

4. **Retuning Cooperation:**

(a) **Licensee Responsibility:** Each of Nextel and Incumbent shall remain the licensee of their respective Channels, and shall continue to exercise control over all such Channels and shall remain responsible for compliance with all FCC rules and regulations applicable to each such Channels, until the approval of the assignment or cancellation for such Channel is granted by the FCC.

(b) **Nextel Cooperation:** Nextel shall ensure that all customers are cleared from use of the frequencies authorized by the Nextel Licenses and shall ensure the decommissioning of the equipment presently used in the operation of the facilities authorized by and presently operating pursuant to the Replacement Channels within fifty-five (55) miles of all frequencies transferred to Incumbent under this Agreement no later than thirty (30) days following FCC approval of the assignment of the FCC license(s) for the Nextel Channels to Incumbent. Nextel shall notify incumbent of the deconstruction of the Replacement Channels within five (5) days following this completion. Nextel shall allow Incumbent to exercise management of the Replacement Channels prior to the Closing Date, consistent with all applicable FCC regulations, as necessary to allow the retuning of Incumbent's subscriber units and system equipment to the Replacement Channels.

(c) **Incumbent Cooperation:** Incumbent shall ensure that all customers/users are cleared from use of the frequencies authorized by the Incumbent Licenses and shall ensure the decommissioning of the equipment presently used in the operation of the facilities authorized by and presently operating pursuant to the Incumbent Licenses no later than ninety (90) days following FCC approval of the assignment of the FCC license(s) for the Incumbent Channels to Nextel. Incumbent shall notify Nextel of the deconstruction of the Incumbent Licenses within five (5) days following this completion. Incumbent shall allow Nextel to exercise management of the Incumbent Channels prior to the Closing Date, consistent with all applicable FCC regulations, as necessary to allow the retuning of Nextel's subscriber units and system equipment to the Incumbent Channels.

5. **Tax-Free Exchange; FCC Certification:** The Parties acknowledge and agree that the exchange of licenses hereunder is intended to be a tax-free "like-kind" exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and each Party agrees to report the exchange of licenses for tax reporting purposes as a tax-free exchange. Both Nextel and Incumbent certify that: (i) this transaction is part of a relocation arrangement that Nextel and Incumbent have negotiated and agreed upon; and (ii) Nextel and Incumbent are not now, and never have been, affiliates of one another.

6. **Payment of Expenses:** Nextel and Incumbent shall each bear their own legal, accounting, and brokerage expenses in connection with this Agreement. Nextel shall pay all applicable sales and transfer taxes, if any. Nextel shall pay all fees in connection with the preparation and filing of all necessary FCC applications for assignment and/or cancellation of the Licenses.

7. **Closing:**

(a) **Closing Date:** The closing ("Closing") for the exchange of licenses shall occur within twenty (20) days after either the FCC grant of consent constituting a Final Order (as defined below) to the assignment of the Incumbent Licenses to Nextel and the assignment of licenses for the Replacement Channels at the coordinates listed on Schedule B(1) to Incumbent; or the Final Cancellation (as defined below), of each of the Incumbent Licenses and the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

(b) **Cooperation:** At the Closing, the Parties will exchange any documents, assignments, bills of sale and other instruments called for by this Agreement or as the Parties or their counsel may reasonably request. The Parties

shall cooperate in good faith and exercise their reasonable best efforts to obtain FCC and third-party consent, and to finalize and execute any and all other documents or agreements necessary to effect the exchange on or prior to the Closing Date.

(c) Definitions: As used in this Agreement: (i) "Final Order" shall mean that forty-five (45) days shall have elapsed from the date of grant without any filing of any adverse request, petition or appeal by any third party or by the FCC on its own motion with respect to a Party's application for the FCC's consent to the assignment of the License to the other Party, or any resubmission of any such application, or, if challenged, such FCC consent shall have been reaffirmed or upheld and the applicable period for seeking further administrative or judicial review shall have expired without the filing of any action, petition or request for further review; and (ii) "Final Cancellation" shall mean the cancellation of the License and its deletion from the FCC database and records.

8. Closing Conditions:

(a) Conditions to Incumbent's Closing Obligations: The obligation of Incumbent to consummate the transactions contemplated hereby to occur on the Closing Date shall be subject to satisfaction of the following conditions (except to the extent expressly waived by Incumbent in writing): (i) approval by the FCC, by Final Order, of the assignment to Incumbent of the new licenses issued by the FCC for all of the Replacement Channels, and delivery by Nextel to Incumbent of a notice of surrender applicable to each of the Surrender Channels; (ii) receipt of all third party consents and approvals, if any, required for the transfer and assignment contemplated hereby; (iii) continued truth and accuracy of Nextel's representations and warranties set forth herein; (iv) no action or proceeding shall have been instituted or threatened for the purpose or with the possible effect of enjoining or preventing the consummation of this Agreement or seeking damages on account thereof; (v) delivery of appropriate instruments of sale and assignment and such other documents or instruments as Incumbent or its counsel may reasonably request; and (vi) delivery by Nextel to Incumbent of the Reprogramming Reimbursement and delivery of the Reprogramming Equipment as set forth on Schedule C.

(b) Conditions to Nextel's Closing Obligations: The obligation of Nextel to consummate the transactions contemplated hereby to occur on the Closing Date shall be subject to satisfaction of the following conditions (except to the extent expressly waived by Nextel in writing): (i) approval by the FCC, by Final Order of the assignment of the Incumbent Licenses for all of the Incumbent Channels to Nextel or its designee, or by Final Cancellation; (ii) receipt of all third party consents and approvals, if any, required for the transfer and assignment contemplated hereby; (iii) release of all Liens, if any, on the Incumbent Licenses; (iv) continued truth and accuracy of Incumbent's representations and warranties set forth herein; (v) no action or proceeding shall have been instituted or threatened for the purpose or with the possible effect of enjoining or preventing the consummation of this Agreement or seeking damages on account thereof; and (vi) delivery of appropriate instruments of sale and assignment and such other documents or instruments as Nextel or its counsel may reasonably request; and (vii) return of the Reprogramming Equipment loaned to Incumbent.

9. Representations and Warranties:

(a) Nextel's Representations and Warranties: Nextel hereby represents and warrants to Incumbent as follows: (i) Nextel is duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite power and authority to own its assets and conduct its business as now conducted; (ii) Nextel is financially and legally able to meet its obligations hereunder; (iii) neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated hereby will conflict with, or result in any material violation or default under, any term of the articles of incorporation or by-laws of Nextel, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Nextel is bound; (iv) Nextel or its affiliate is the lawful and exclusive licensee of the Replacement Channels as listed on Schedule B, and Nextel has the unrestricted right and power to assign or cause the assignment of the Replacement Channels, free and clear of Liens; (v) the Nextel Licenses are valid and in good standing with the FCC and Nextel is in material compliance with all regulations concerning construction and spacing of the Nextel Licenses, and all other federal statutes and rules, regulations and policies of the FCC applicable to the Nextel Licenses; (vi) there is no pending or, to the best of Nextel's knowledge, threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of the Nextel Licenses; (vii) the Replacement Channels are not currently subject to or operating under any agreement encumbering any of the Replacement Channels or any FCC waiver of otherwise applicable rules and regulations; and (viii) no person or entity holds or has been granted a right of first refusal or option to purchase licenses for any of the Replacement Channels. All representations and warranties made by Nextel herein shall survive the Closing.

(b) **Incumbent's Representations and Warranties:** Incumbent, jointly and severally, hereby represents and warrants to Nextel as follows: (i) Incumbent has all requisite power and authority to own its assets and conduct its business as now conducted; (ii) Incumbent is financially and legally able to meet its obligations hereunder; (iii) neither the execution nor the delivery of this Agreement nor the consummation of the transaction contemplated hereby will conflict with, or result in any violation or default under, any term of the articles of incorporation, organizational documents, or by-laws of Incumbent, or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Incumbent is bound; (iv) Incumbent or its affiliate is the lawful and exclusive licensee of the Incumbent Licenses, and Incumbent has the unrestricted right and power to assign or cause the assignment of the Incumbent Licenses, free and clear of Liens; (v) the Incumbent Licenses are valid and in good standing with the FCC and Incumbent is in material compliance with all regulations concerning construction and spacing of the Incumbent Licenses or the facilities associated therewith, and all other federal statutes and rules, regulations and policies of the FCC applicable to the Incumbent Licenses or such facilities; (vi) there is no pending or, to the best of Incumbent's knowledge, threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge the Incumbent Licenses; (vii) the Incumbent Licenses are not subject to or operating under any agreement encumbering the Incumbent Licenses or any FCC waiver of otherwise applicable rules and regulations; (viii) neither the execution nor the delivery of this Agreement, nor the consummation of the transaction contemplated hereby will conflict with or result in any violation of or constitute a default, in any material respect, under any term of any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Incumbent is bound; and (ix) no person or entity holds or has been granted a right of first refusal or option to purchase any of the Incumbent Licenses. All representations and warranties made by Incumbent herein shall survive the Closing.

10. Covenants:

(a) **Nextel's Covenants:** From the date hereof to the Closing Date, Nextel shall: (i) not permit any Liens to attach to the Nextel Licenses or any system authorized thereunder and, if any such Liens shall arise, Nextel shall promptly cure and remove all such Liens; (ii) not take any action which would jeopardize the Replacement Channels or any system authorized thereunder or the rights of Incumbent under this Agreement or any other agreement between Nextel and Incumbent; (iii) promptly notify Incumbent of any pending or threatened action by the FCC or any other governmental agency, court or third party to suspend, revoke, terminate or challenge the Nextel Licenses or to investigate the construction, operation or loading of any system authorized thereunder; and (iv) cooperate with Incumbent in the retuning of Incumbent's system, and in all applications or filings with the FCC in connection with this transaction. From and after the Closing Date, Nextel shall at any time and from time to time, upon Incumbent's request and without further cost to Incumbent, prepare, execute and deliver such instruments of conveyance and assignment and shall take such action as Incumbent may reasonably request to more effectively transfer to and vest in Incumbent, or its successors and assigns, and to put Incumbent in possession of, any and all of the Replacement Channels, free and clear of any and all Liens.

(b) **Incumbent's Covenants:** From the date hereof to the Closing Date, Incumbent shall: (i) not permit any Liens to attach to the Incumbent Licenses or any system authorized thereunder and, if any such Liens shall arise, Incumbent shall promptly cure and remove all such Liens; (ii) not take any action which would jeopardize the Incumbent Licenses or any system authorized thereunder or the rights of Nextel under this Agreement or any other agreement between Nextel and Incumbent; (iii) promptly notify Nextel of any pending or threatened action by the FCC or any other governmental agency, court or third party to suspend, revoke, terminate or challenge the Incumbent Licenses or to investigate the construction, operation or loading of any system authorized thereunder; and (iv) cooperate with Nextel in all applications or filings with the FCC in connection with this transaction. From and after the Closing Date, Incumbent shall at any time and from time to time, upon Nextel's request and without further cost to Nextel, prepare, execute and deliver such instruments of conveyance and assignment and shall take such action as Nextel may reasonably request to more effectively transfer to and vest in Nextel, or its successors and assigns, and to put Nextel in possession of, any and all of the Incumbent Licenses, free and clear of any and all Liens.

11. Conflicting Agreements: (a) Incumbent is not a party to, nor are any of the Incumbent Licenses subject to, any contract or arrangement that would preclude or would be violated by Incumbent's performance of Incumbent's obligations hereunder or by the consummation of the transactions consummated hereby; and (b) Incumbent covenants that Incumbent will not enter into, nor cause any of the Incumbent Licenses to be or become subject to, any such contract or arrangement, and Incumbent covenants that, if any person should allege that any such contract or arrangement exists or otherwise seeks to challenge consummation of the transactions (or any

portion thereof) contemplated hereby by reason of any course of conduct or circumstances on the part of Incumbent, then Incumbent shall promptly use Incumbent's reasonable best efforts to resolve such allegations or challenges so as to permit the transactions contemplated hereby to be consummated as soon as is practicable, and Incumbent acknowledges that, until such allegations and challenges have been finally and favorably so resolved, Nextel shall not be obligated to close the transactions contemplated hereby.

12. **Confidentiality:** The terms of this Agreement and any information about the Incumbent Licenses or Nextel's or Incumbent's business shall be kept strictly confidential by the parties and their agents, which confidentiality shall survive the Closing or termination of this Agreement for a period of three (3) years. The Parties may make disclosures as required by law and to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform obligations hereunder, provided, however, that the Parties shall cause all Agents to honor the provisions of this Section.

13. **Cooperation:** The Parties shall cooperate in good faith and exercise their reasonable best efforts to obtain FCC and third-party consents, and to finalize and execute any documents or agreements necessary to effect the exchange of Licenses on or prior to the Closing Date. This Agreement is deemed by both Nextel (on behalf of NWIP) and Incumbent to be a mutually agreeable relocation agreement reached through voluntary negotiations within the guidelines of Section 90.699(b)(1) of the rules of the FCC (47 C.F.R. §90.699(b)(1)).

14. **Indemnity:**

(a) **Incumbent's Indemnity:** From and after the Closing Date, Incumbent shall indemnify, defend and hold Nextel, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by Nextel resulting from: (i) any breach of any covenant, agreement, representation or warranty of Incumbent contained in, or made pursuant to, this Agreement; (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from Incumbent's operation of its system or ownership, use or sale of the Incumbent Channels; (iii) any and all liabilities or obligations relating to periods after the Closing Date resulting from Incumbent's ownership use or sale of the Replacement Channels or the operation or ownership of its system; (iv) any claim or finders' fee or brokerage or other commission arising by reason of any services alleged to have been rendered to or at the insistence of Incumbent with respect to this Agreement or any of the transactions contemplated hereby; (v) from Incumbent's employment, or termination of employment, of its employees; and (vi) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity. Incumbent's obligations under this section shall survive the Closing for a period of three (3) years following the Closing Date.

(b) **Nextel's Indemnity:** From and after the Closing Date, Nextel shall indemnify, defend and hold Incumbent, its officers, directors, employees and agents harmless from and against all Costs asserted against, imposed upon or incurred by Incumbent resulting from: (i) any breach of any covenant, agreement, representation or warranty of Nextel contained in, or made pursuant to, this Agreement; (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from Nextel's operation of its system or ownership, or use of the Replacement Channels; (iii) any and all liabilities or obligations relating to periods after the Closing Date resulting from Nextel's operation of its system or ownership, use or sale of the Incumbent Licenses; (iv) any claim or finders' fee or brokerage or other commission arising by reason of any services alleged to have been rendered to or at the insistence of Nextel with respect to this Agreement or any of the transactions contemplated hereby; (v) from Nextel's employment, or termination of employment, of its employees; and (vi) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity. Nextel's obligations under this section shall survive the Closing for a period of three (3) years from the Closing Date.

15. **Waiver:** Nextel and Incumbent, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement; provided that neither party may without the consent of the other make or grant such extension of time, waiver of inaccuracies or compliance, or waiver or modification of performance, with respect to its own obligations, representations, warranties, conditions or

covenants hereunder. Except as provided in the preceding sentence, no action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and shall not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

16. **Termination:** This Agreement may be terminated and the transactions contemplated hereby abandoned: (i) by mutual consent of the Parties provided in writing; (ii) by either party upon material breach of the other party, following a thirty (30) day period for cure by the breaching party following written notice of the breach; or (iii) by either Party upon written notice of the other if the FCC rejects the Parties' applications for creation of FCC licenses for the Replacement Channels as set forth in Schedule B(1), in which case the Parties agree that Nextel and Incumbent shall each retain their rights as they exist on the date of this Agreement to retune Incumbent's System by Nextel's provision of comparable facilities as set forth in Section 90.699 of the rules of the FCC (47 C.F.R. §90.699). In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement.

17. **Attorney's Fees and Costs:** Should either Party be required to retain the services of an attorney to file an action to enforce any of its rights hereunder, or under any other document executed and delivered pursuant to this Agreement, the party prevailing in such action shall be entitled to recover reasonable attorney's fees and court costs in connection therewith in an amount to be fixed by the court hearing the action.

18. **Notices:** All notices and other communications hereunder shall be in writing and shall be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices shall be delivered to the Parties at the following addresses (or at such other address for a party as shall be specified by like notice, provided that notice of change of address shall be effective only upon receipt thereof):

(a) If to Incumbent, to:

(b) If to Nextel, to:

Nextel Partners, Inc.
10901 Bren Road East
Minnetonka, MN 55343
Attn: David Thaler or Legal Dept.
Phone: 952-238-2500
Fax: 952-238-2509

And to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Heather Palmer Brown, Esq., Corporate Strategy
Phone: (703) 433-4000
Fax: (703) 433-4483

19. **Assignment:** All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. This Agreement may not be assigned except that Nextel may assign its rights under this Agreement to any direct or indirect subsidiary or affiliate of Nextel or of Nextel Communications, Inc., upon delivery of written notice to Incumbent.

20. **Counterparts**: This Agreement may be executed in one or more counterparts which shall be effective as original agreements of the Parties executing such counterpart. Original signatures transmitted by facsimile shall be effective to create such counterparts.

21. **Schedules**: All references in this Agreement to "Schedules" shall mean the disclosure schedules identified in this Agreement and listed at the end hereof, which are incorporated herein by reference and shall be deemed a part of this Agreement for all purposes. Failure to attach any Schedule referenced herein shall not affect the binding nature of this Agreement.

22. **Governing Law**: This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effect to conflict of laws provisions thereof.

23. **Interpretation**: All headings used in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement shall not be interpreted strictly for or against any Party hereto. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel and tax advisor, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and tax implications hereunder. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, and the Parties shall use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve the rights and obligations of the Parties. Each such entity or person entity or person designated as "Incumbent" herein shall be jointly and severally responsible and liable hereunder.

24. **Amendment**: This Agreement, together with the Schedules hereto, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof, superseding all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by an agreement in writing executed by the Parties.

25. **Additional Terms**: None

CONFIDENTIAL

IN WITNESS WHEREOF, this Agreement shall be effective as a binding agreement among the Parties upon being fully executed by the Parties indicated below and shall remain in effect as an Agreement for the exchange of Licenses upon the terms and conditions provided in this Agreement.

INCUMBENT:

NEXTEL:

Nextel Partners, Inc.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

**SCHEDULE A
INCUMBENT CHANNELS
*To be Assigned to Nextel or its Designee;
Or Cancelled by Nextel***

Call Sign	Frequency (MHz)	Licensee	Location	# Chls	Issue Date	Lat (N)	Long (W)
WNKQ732	864- 865.7375		Richmond, KY	2	01/06/98	37-44-17	084-18-11
WNXE798	861- 865.1625		London, KY	5	10/10/95	37-06-38	084-02-47
WNNO862	861- 863.4875, 861- 865.9875		Hazard, KY	8	03/30/98	37-11-36	083-11-04
WNMY557	861- 865.9375		Somerset, KY	5	11/24/98	37-06-13	084-35-41
WNSN280	861- 863.7125		Harlan, KY	3	06/13/00	36-54-01	083-18-18

[Attach copies of FCC Licenses hereto]

SCHEDULE B
REPLACEMENT CHANNELS
To be Assigned to Incumbent

- 1) **Licenses to be Assigned to Incumbent:** On or before the Closing Date, Nextel shall cause the creation (where necessary) and assignment of licenses with the following parameters to Incumbent or its designated licensee authorizing operation on the following Replacement Channels:

Replacement Channels (MHz)	Lat (N)	Long (W)	ERP (w)	Grnd Elev. (ft)	Ant Hgt. (ft)	New Licensee	Comments
859-860.5375	37-44-17	084-18-11	175	1001	276		None
856-860.1375	37-06-38	084-02-47	105	1529	59		None
856-860.0375, 856-858.5375	37-11-36	083-11-04	143	2037	499		WNNO862 has 2 sites. 2nd site has the same frequencies as site #1. Lat/Long : N370833/W0834407 Location : Manchester, KY (Secondary subject to condition #45 on FCC License Form)
856-860.6375	37-06-13	084-35-41	143	1283	427		None
857-859.0875	36-54-01	083-18-18	295	2759	98		None

**SCHEDULE C
REPROGRAMMING ASSISTANCE**

1) **Equipment Loaned to Incumbent:** Within a reasonable time following the execution of this Agreement, Nextel shall make available to Incumbent the following Reprogramming Equipment, which shall be returned to Nextel on or before the Closing Date in reasonable working order and repair:

Quantity	Item Description
23	GE Trunking Repeaters
2	10 Channel Combiners
1	4 Channel Combiner
1	6 Channel Combiner
1	16 Channel Combiner



SYSTEM INFORMATION FORM

Below is a preliminary checklist enabling Nextel to determine what in-depth information will be needed to facilitate retuning of SMR systems. This information should not be construed as all-inclusive, but rather information that will provide a basis for our future discussions, whether they are via phone or face to face.

1. What protocol is being utilized on your system(s)? _____
2. How many discrete systems do you operate? _____
3. For each of your discrete systems, what frequencies are being utilized by those systems (both U200 and lower frequencies)?

Note: If you operate more than one system, please answer the following separately for each individual system.

4. What is the type and make of the backbone equipment (list each system individually):
 - A) What type and model number of controller is used? _____
 - B) What make, wattage, model number and quantity of repeaters are used? (Please list how many of each you utilize)

 - C) What model number and make combiner(s) do you use? How many cavities are in your combiner? Do you own the combiner, or is it provided by the site owner?

 - D) Are any of your systems interconnected? If so, which ones are and how many lines does each have?

 - E) If interconnected, what type of equipment is used to handle your interconnect operations? What type of telco equipment do you use? (T1, etc.)

 - F) How many TX antennas are utilized and what types are they?

 - G) How many RX antennas are utilized and what types are they?

 - H) For each combiner, please list your frequencies being utilized by each. If any other frequencies are programmed into the combiner (yours or a third party's) please list the frequencies and which combiner they are utilizing.



SYSTEM INFORMATION FORM (page 2)

5. How many individual units do you bill monthly? How will you be able to verify this number?

A. How many radios can not reprogram to frequencies in the 851 to 861 range?

B. How many portables would you estimate are being billed on your system?

6. If a redundant system or repeaters are necessary, is there ample room in the building?

7. Would you like to engage an outside provider to perform the necessary retuning?

8. Other than the information requested above, is there any other equipment being utilized in conjunction with your system? If so, please explain and list in detail.

9. If there are any other issues that you feel need to be considered in evaluating the strategy for retuning your system please explain.

10. If you use Motorola protocol, which frequencies are being used as control channels on each Motorola system and what are the System Ids?

11. If you use LTR protocol, which channels are being utilized as home channels?

Certificate of Service

I, Gwendolynne M. Chen, do hereby certify that I have, on this 21st day of December, 2000, had copies of the foregoing "REPLY COMMENTS" sent via hand delivery to the following parties.

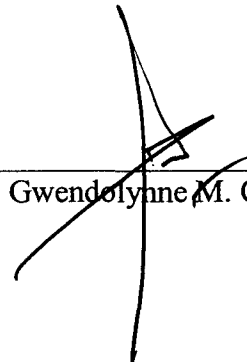
Richard Arsenault
Federal Communications Commission
445 12th Street, S.W., Room 4A-267
Washington, D.C. 20554

Policy and Rules Branch
Federal Communications Commission
445 12th Street, S.W., Room 4A-207
Washington, D.C. 20554

Commercial Wireless Division
Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Public Reference Room
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

International Transcriptions Services, Inc.
445 12th Street, S.W., Room CYB-400
Washington, D.C. 20554



Gwendolynne M. Chen